

000233

101
4/24

COMMITTEE ACTION SHEET

COUNCIL DOCKET OF

April 24, 2007

☐ Supplemental ☐ Adoption ☐ Consent ☒ Unanimous Consent Rules Committee Consultant Review

R - 2007-595

O -

Agreement with Bryan A. Stirrat & Associates for Long-Term Solid Waste Management

☒ Reviewed ☐ Initiated By NR&C On 1/24/07 Item No. 4

RECOMMENDATION TO:

Approve

VOTED YEA: Frye, Faulconer, Maienschein, Hueso

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Executive Summary Sheet dated October 18, 2006

COUNCIL COMMITTEE CONSULTANT



CITY OF SAN DIEGO
M E M O R A N D U M

DATE: April 10, 2007

TO: Council President Scott Peters and City Councilmembers

FROM: Elmer L. Heap, Jr., Environmental Services Department Director

SUBJECT: Consultant Agreement for Long Term Resource Management Options

On January 28, 2007, the Natural Resources and Culture Committee unanimously approved moving forward with the Long Term Waste Management Options Consultant Agreement and the appropriations of funds for the project with three (3) conditions. Below we have outlined our responses and actions to each of the conditions.

1. Return to the Natural Resources and Culture Committee with an update report following the completion of Phase I as identified in the Scope of Work.

Included in the Scope of the Agreement, and as described as Task VIII of Phase I, the Consultant will prepare a "Long-Term Resource Management Options" Report. ESD along with the consultant will return to NR&C to present the findings and recommendations of this Report.

2. Insure there is language in the scope of work which specifically identifies and evaluates zero waste programs as part of the options to be evaluated by the consultant.

Environmental Services Department (ESD) has added specific language clarifying that zero waste programs are included and will be considered throughout this contract. In addition, the name of the project, as well as the advisory committee has been changed from "Solid Waste" to "Resource Management" to more accurately represent the direction of this Agreement. ESD has had numerous discussions with the proposed consultant, Bryan A. Stirrat & Associates and the team, to discuss the importance and value of including and considering zero waste programs and initiatives.

ESD has met with the San Diego Regional, Solid Waste Technical Advisory Committee (TAC) and the Citizens Advisory Committee (CAC) and has requested that these committees provide a representative so that they can become active participants of the Resource Management Advisory Committee (RMAC) to ensure that critical stakeholders participate in this project. ESD staff has also met, and had several discussions specifically related to zero waste policies and initiatives with consultants in the field.

Page 2

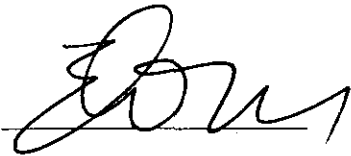
Council President and City Council

April 10, 2007

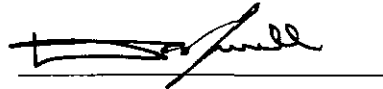
3. Provide the opportunity for each Council member, if they choose, to select a member to sit on the Solid Waste Advisory Committee (SWAC).

Following the execution of this Agreement, each Council office will be contacted to solicit their selection of a representative to sit on the committee.

Respectfully Submitted



Elmer L. Heap, Jr.
Director of Environmental Services



For R. F. Haas
Deputy Chief of Public Works

REPORT TO NATURAL RESOURCES AND CULTURE COMMITTEE

000237 EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED:

REPORT NO.:

ATTENTION:

ORIGINATING DEPARTMENT:

SUBJECT:

COUNCIL DISTRICTS:

STAFF CONTACT:

Natural Resources and Culture Committee

Environmental Services Department (ESD)

Long Term Waste Management Option (LWMO) Strategic Plan

All Districts

Sylvia M. Castillo P.E. (858) 492-5032

REQUESTED ACTION:

Adopt a resolution authorizing execution of a Consultant Agreement with Bryan A. Stirrat and Associates for development of a long-term solid waste management plan and authorizing the expenditure of funds therefore.

STAFF RECOMMENDATION:

Adopt the Resolutions.

EXECUTIVE SUMMARY:

The City of San Diego is responsible for providing solid waste collection and disposal services to single family residents and small businesses pursuant to the People's Ordinance. The City also provides disposal services to all residents and businesses within the City limits. West Miramar Landfill, the City's only active landfill, is expected to reach capacity sometime in 2012, under current conditions.

Miramar receives approximately 1,440,000 tons of trash per year, which consumes approximately 2,850,000 cubic yds (cyds) of landfill capacity each year.

ESD has initiated the following projects to lengthen the life of the Miramar Landfill:

- ▣ Initiated negotiations with the US Department of the Navy to obtain approval to increase the final height of the West Miramar Landfill by 20 feet, resulting in extending the life of the landfill by approximately four (4) years
- ▣ Continuing to expand curbside yard waste recycling
- ▣ Developed the Construction and Demolition (C&D) Debris Diversion Ordinance to help ensure recycling of C&D materials at San Diego job sites. As part of the proposed Ordinance, ESD is proposing to site and construct a C&D facility at the Miramar Landfill
- ▣ Implemented the use of tarps to daily cover the waste, instead of using dirt which consumes more space
- ▣ Increased compaction in the Miramar Landfill resulting in greater capacity
- ▣ Initiated additional recycling at the Miramar Landfill through a salvage pilot program

We are at a critical point in determining how best to manage our waste once West Miramar landfill closes. The City has not previously undertaken the preparation of a comprehensive, long-term, strategic plan to guide the City's overall long-term waste management efforts. Therefore, ESD is in need of professional solid waste consultants to assist in determining our best options for meeting our long term disposal and solid waste needs.

Long Term Waste Management Options - Consultant Agreement

000238
The LWMO Agreement is divided into two (2) phases.

Phase I will;

- Identify and project our solid waste needs 25 years into the future
- Identify potential options and facilities to meet our needs
- Establish an informal Solid Waste Advisory Committee (SWAC) that will work with ESD in providing input and review of the consultant's data and analysis
- Result in the preparation of a report identifying the most feasible options to meet our needs

Phase II will:

- Provide detailed analysis of the potential options and facilities
- Continue with the SWAC
- Prepare financial plans including options
- Develop policy and implementation strategy recommendations
- Prepare a LWMO Strategic Plan

Phase I of the work will be completed within 12 months. Phase II of the work is anticipated to be completed within 18 months after the completion of Phase I.

Bryan A. Stirrat & Associates (BAS)

Bryan A. Stirrat and Associates were selected in accordance with AR 25.60 (Selection of Consultant for Work requiring Licensed Architect and Engineering Skills). There were four (4) respondents to the Request for Proposals and Qualifications. The estimated costs of the four (4) proposals submitted varied by less than \$1,000.

Bryan A. Stirrat and Associates was formed in 1984 and has provided municipal solid waste and hazardous waste management services to public and private waste management agencies. BAS has been contracted by large public solid waste agencies including the County of San Bernardino and the County of Orange, to prepare long range strategic planning studies very similar to what the City of San Diego has requested.

FISCAL CONSIDERATIONS:

Funds are available in Refuse Disposal Enterprise Fund, CIP 37-254 (Future Landfill and Transfer Facilities) for this project. The total cost of this request shall not exceed \$1,050,994.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:


This Action was brought to Council on January 9, 2007 and sent to N R & C for discussion and consideration.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project will include a participatory process involving the community and various stakeholders and will be called the Solid Waste Advisory Committee. Potential members of this committee may include representatives from the regulatory, planning, environmental communities, the Mayor's office, Council Representative, Independent Budget Analysis office, and other interested parties.

KEY STAKEHOLDERS:

City of San Diego residents and businesses, Solid Waste Haulers, and US Department of the Navy


Originating Department


Deputy Chief/Chief Operating Officer

DATE REPORT ISSUED: October 18, 2006 REPORT NO.:
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Environmental Services Department
SUBJECT: Long Term Waste Management Option (LWMO) Strategic Plan
COUNCIL DISTRICTS: All Districts
STAFF CONTACT: Sylvia M. Castillo (858) 492-5032

REQUESTED ACTION:

Adopt a resolution authorizing execution of a Consultant Agreement with Bryan A. Stirrat and Associates for development of a long-term solid waste management plan and authorizing the expenditure of funds therefore.

STAFF RECOMMENDATION:

Adopt the Resolutions.

EXECUTIVE SUMMARY:

The City of San Diego is responsible for providing solid waste collection services to all single family residents and disposal services to all residents and businesses within the City limits. West Miramar Landfill, the City's only active landfill, is expected to close in 2012 under our current operating conditions.

This project is a two (2) phase approach to developing a Long Term Solid Waste Management Strategic Plan. Phase I will include identifying and evaluating options, facilities and technologies, while working with an advisory committee, to address the City's solid waste management needs through the year 2030. Phase II will provide more detailed analysis of select options, development of financial plans, recommendations for policy changes and the development of a Strategic Plan describing and analyzing how best to implement these options.

FISCAL CONSIDERATIONS:

Funds are available in Waste Management Enterprise Fund, CIP 37-254 (Future Landfill and Transfer Facilities) for this project.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

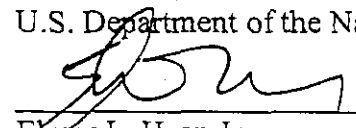
None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project will include the development and facilitation of a participatory process involving the community and various stakeholders and will be called the Solid Waste Advisory Committee.

KEY STAKEHOLDERS:

City of San Diego Residents and Businesses
Solid Waste Haulers
U.S. Department of the Navy


Elmer L. Heap Jr.
Environmental Services Director
Originating Department


Deputy Chief/Chief Operating Officer

000241 REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY) AC 2700382	101-424				
TO: CITY ATTORNEY		2. FROM (ORIGINATING DEPARTMENT): Environmental Services Department					
		3. DATE: 10/18/2006					
4. SUBJECT: Consultant Agreement for Long Term Resource Management Options Strategic Plan.							
5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) Sylvia Castillo (858) 492-5032 MS 1103A		6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) Stephen Grealy (858) 573-1275 MS 1103B					
		7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input checked="" type="checkbox"/>					
8. COMPLETE FOR ACCOUNTING PURPOSES							
FUND	30244						
DEPT.	30244						
ORGANIZATION	113						
OBJECT ACCOUNT	4151						
JOB ORDER	372540						
C.I.P. NUMBER	37-254.0						
AMOUNT	\$ 1,050,994						
9. ADDITIONAL INFORMATION / ESTIMATED COST: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> This request: \$1,050,994 </div>							
10. ROUTING AND APPROVALS							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	10/30/06	7	DEPUTY CHIEF	<i>[Signature]</i>	11-13-06
2	EAS	<i>[Signature]</i>	10/31/06	8	ACOO	<i>[Signature]</i>	
3	EOCP	<i>[Signature]</i>	11/8/06	9	CITY ATTORNEY	<i>[Signature]</i>	11-20-06
4	LIAISON OFFICE	<i>[Signature]</i>		10	ORIG. DEPT	<i>[Signature]</i>	11/21/06
5	FM	<i>[Signature]</i>	11/16/06		DOCKET COORD:	<i>[Signature]</i>	11/16/07
6	AUDITORS	<i>[Signature]</i>	11/16/06		COUNCIL PRESIDENT	<i>[Signature]</i>	
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTIONS <input type="checkbox"/> ORDINANCE(S) <input type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)							
1. Authorize the Mayor or designee to execute a consultant agreement with Bryan A. Stirrat and Associates, in the amount of \$1,050,994 for the development of a long-term solid waste management strategic plan.							
2. Authorize the expenditure of \$1,050,994 from CIP 37-254, Future Landfill and Transfer Facility, within Waste Management Enterprise Fund 41201, provided the City Auditor first furnishes a certificate certifying that funds are, or will be, on deposit with the City Treasury, solely and exclusively for purposes of the above consultant agreement.							
11A. STAFF RECOMMENDATIONS: Adopt the Resolutions							
12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.) <u>COUNCIL DISTRICT(S):</u> ALL <u>COMMUNITY AREA(S):</u> ALL <u>ENVIRONMENTAL IMPACT:</u> THIS ACTIVITY IS NOT A "PROJECT" AND IS THEREFORE NOT SUBJECT TO CEQA PURSUANT TO STATE CEQA GUIDELINES SECTION 15060 (C) (3). <u>HOUSING IMPACT:</u> NONE <u>OTHER ISSUES:</u> SEND COPIES OF RESOLUTIONS AND COMPLETED 1472 TO SYLVIA M. CASTILLO, MS 1103A							

REPORT TO THE CITY COUNCIL
EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: April 10, 2007
REPORT NO.:
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Environmental Services Department
SUBJECT: Consultant Agreement for Long Term Resource Management Options Strategic Plan
COUNCIL DISTRICTS: All Districts
STAFF CONTACT: Sylvia M. Castillo (858) 492-5032

REQUESTED ACTION:

Adopt a resolution authorizing execution of a Consultant Agreement with Bryan A. Stirrat and Associates for development of a long-term resource management plan and authorizing the expenditure of funds therefore.

STAFF RECOMMENDATION: Adopt the Resolutions.

EXECUTIVE SUMMARY:

The City of San Diego is responsible for providing solid waste collection services to all single family residents and disposal services to all residents and businesses within the City limits. West Miramar Landfill, the City's only active landfill, is expected to close in 2012 under our current operating conditions.

This project is a two phase approach to developing a Long Term Resource Management Strategic Plan. Phase I will include identifying and evaluating options, zero waste polices and programs, facilities and technologies, while working with an advisory committee, to address the City's resource management needs through the year 2030. Phase II will provide more detailed analysis of select options, development of financial plans, recommendations for policy changes and the development of a Strategic Plan describing and analyzing how best to implement these options.

The Consultant selection process was a competitive process, in accordance with Administrative Regulations 25.60. Four Consulting firms submitted proposals and were interviewed. Bryan A. Stirrat and Associates was selected based on their expertise in the solid waste field, knowledge in alternative technologies and their experience in preparing long range strategic plans.

FISCAL CONSIDERATIONS:

Funds are available in Refuse Disposal Enterprise fund, CIP 37-254 (Future Landfill and Transfer Facilities).

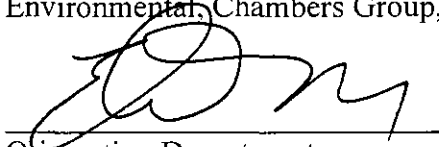
PREVIOUS COUNCIL and/or COMMITTEE ACTION: Natural Resources and Culture Committee approved this action on January 28, 2007.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project will include the development and facilitation of a participatory process involving the community and various stakeholders and will be called the Resource Management Advisory Committee.

KEY STAKEHOLDERS:

City of San Diego residents and businesses, Solid Waste Haulers, US Department of the Navy, Consultant: Bryan A. Stirrat and Associates, Subconsultants: H F & H Consultants, Katz & Associates, Clements Environmental, Chambers Group, Geologic Associates, J.R. Miller & Associates, and Alternative Resources, Inc.



Originating Department

CM-1472



Deputy Chief/Chief Operating Officer

000245

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

AC 2700382

DEPT. NO.: 7521

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \$75,000.00 Fund: 30244

Purpose: Authorize the expenditure of \$75,000 for additional services related to the development of a strategic long-term solid waste management plan, provided the City pre-approves the services in writing.

Date: November 16, 2006

By: Debra Oestreich *Debra Oestreich*
 AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/	EQUIP	FACILITY	AMOUNT
001	0	30244	30244	113	4279	372540					\$75,000.00
TOTAL AMOUNT											\$75,000.00

FUND OVERRIDE ☐**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$975,994.00

Vendor: Bryan A. Stirrat and Associates

Purpose: Authorize the expenditure of \$975,994 for the development of a strategic long-term solid waste management plan.

Date: November 16, 2006

By: Debra Oestreich *Debra Oestreich*
 AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/	EQUIP	FACILITY	AMOUNT
002	0	30244	30244	113	4151	372540					\$975,994.00
Total											\$1,050,994.00

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2700382

000247

ORIGINAL

**CONSULTING AGREEMENT
BETWEEN THE CITY OF SAN DIEGO**

AND

**BRYAN A. STIRRAT AND ASSOCIATES
FOR CONSULTING SERVICES**

FOR

LONG TERM RESOURCE MANAGEMENT OPTIONS STRATEGIC PLAN

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND BRYAN A. STIRRAT AND ASSOCIATES
FOR CONSULTING SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Bryan A. Stirrat and Associates [Consultant] for the Consultant to provide Professional Services to the City related to a Long Term Resource Management Options Strategic Plan [Project].

RECITALS

WHEREAS, the City is required to provide residential refuse collection and disposal to City residents in accordance with San Diego Municipal Code section 66.0127;

WHEREAS, the City is required by California state law to reduce the amount of solid waste disposed in landfills by 50% and to make a good faith effort to implement programs as described in City's Source Reduction and Recycling Element;

WHEREAS, the only City-operated landfill, West Miramar Landfill, is currently anticipated to reach maximum capacity in the year 2012;

WHEREAS, Zero Waste is a philosophy and visionary goal that emulates natural cycles, where all outputs are simply an input for another process by designing and managing materials and products to conserve and recover all resources and not destroy or burn them, and eliminate discharges to land, water, or air to the maximum extent feasible that do not contribute productively to natural systems or the economy;

WHEREAS, the California Integrated Waste Management Board (CIWMB) has adopted "Zero Waste. It's up to you" as its State wide slogan;

WHEREAS, the California Integrated Waste Management Act of 1989 states in part that: "The purpose of this division is to reduce, recycle, and reuse [including composting] solid waste generated in the state to the maximum extent feasible in an efficient and cost-effective manner to conserve water, energy and other natural resources, to protect the environment";

WHEREAS, while the diversion of materials from landfill disposal itself carries a cost, the cost of landfill disposal may continue to increase with no economic return;

WHEREAS, the disposal of recyclable wastes in landfills and incinerators squanders natural resources and leaves the long-term responsibility for these facilities to future generations, while avoiding the creation of waste in the first place is the most economically efficient and environmentally sustainable resource management strategy;

WHEREAS, the conservation of recyclable materials likely will provide for new jobs in reuse, dismantling, recycling, and composting industries;

WHEREAS, with the appropriate economic and other incentives manufacturers may produce, and businesses may sell, products and packaging which are durable and repairable and which can be safely recycled back into the marketplace or returned to nature;

WHEREAS, governments can advance the goal of eliminating waste by establishing regulatory criteria, creating economic incentives, and leading by example;

WHEREAS, diversion of solid waste involves, amongst other things, planning for appropriate facilities, providing the public with convenient means of recycling, and attracting industries that reuse components of the solid waste stream;

WHEREAS, the City's Environmental Services Department (ESD) requires professional consultant services for identifying and recommending Resource Management strategies, including Zero Waste, policies, programs, and practices;

WHEREAS, the City's Environmental Services Department (ESD) also requires professional consultant services for identifying and evaluating both short term and long term options for all solid waste generated within the City;

WHEREAS, the City's Environmental Services Department requires professional consultant services to provide detailed analysis of select options, development of financial plans, and development of a strategic plan describing how best to implement the recommended options;

WHEREAS, the Consultant is qualified, willing, and able to provide the services necessary within the time frames desired by the City.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

PROFESSIONAL SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. The Consultant shall perform the Professional Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City.

1.2 Contract Administrator. The Environmental Services Department is the contract administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Environmental Services Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, when this Agreement refers to an

act or approval to be performed by City, that act or approval shall be performed by the Mayor, Environmental Services Department Director, or designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City, and any such increase or decrease must be approved in writing by the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Consultant Request for Modification of Scope of Work. Throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subconsultants covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

1.6 Competitive Bidding. The Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall design such plans or specifications so that procurement of services, labor or materials is not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective until completion of the Scope of Services, but in no event shall the term of this Agreement exceed 5 years from its effective date.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Professional Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.8 of this Agreement.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Professional Services the Consultant has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The

termination of the Professional Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

2.8 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors. If the Consultant files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Consultant, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a total amount not to exceed Nine Hundred, Seventy Five Thousand, Nine Hundred and Forty Four dollars (\$ 975,944).

3.2 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in

a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt of invoice.

3.3 Additional Services. The City may require that the Consultant perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses. The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.2. Additional Services shall not exceed Seventy Five Thousand Dollar (\$75,000).

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subconsultant overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification. The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional consulting services firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises to review and audit the

Consultant's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit, all Projects related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subconsultants. The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subconsultants.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of one million dollars (\$1,000,000) per occurrence. Insurance certificate shall reflect coverage for any automobile [any auto].

4.3.1.3 Architects & Engineers Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of two million dollars (\$2,000,000) per claim and a two million dollar (\$2,000,000) annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the coverage has an extended reporting period of three years after the date of substantial completion of the project or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.1.4 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of one million dollars (\$1,000,000) of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers (LESLI list).

4.3.3 Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is

provided.

4.3.4 Specific Provisions Required. Each policy required under Article IV, Sections 4.3.1.1 through 4.3.1.4 shall expressly provide, and an endorsement shall be submitted to the City, that:

4.3.4.1 Except as to Architects and Engineers Professional Liability and Workers' Compensation insurance policies, the City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form CG 20 10 11 85, or equivalent, which shall be submitted to the City.

4.3.4.2 The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

4.3.4.3 Before performing any Professional Services, the Consultant shall provide the City with all Certificates of Insurance accompanied with all endorsements.

4.3.4.4 The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.4.5 The Consultant may obtain additional insurance not required by this Agreement.

4.4 Subconsultants. The Consultant's hiring or retaining of any third parties [Subconsultants] to perform services related to the Project [Subconsultant Services] is subject to prior approval by the City. The Consultant shall list on the Subconsultants List [Exhibit C] all Subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subconsultant Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subconsultant Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

4.4.1 Subconsultant Contract. All contracts entered into between the Consultant and any Subconsultant shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subconsultant shall obtain, and the Consultant shall require the Subconsultant to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

4.4.1.2 The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, the Consultant shall pay the Subconsultant the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

4.4.1.4 In any dispute between the Consultant and Subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The Subconsultant is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 of this Agreement.

4.5 Contract Activity Report. The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subconsultant Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subconsultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants.

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or

suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form.

4.7.1 Consultant's Notice to Employees. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subconsultant's Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. The Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 [Title 24] and Americans with Disabilities Act Accessibility Guidelines [ADAAG] requirements, and are in compliance with The Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed. Prior to execution of this Agreement, the Consultant shall complete and submit to the City the Consultant Certification for Title 24/ADA Compliance.

4.8.1 Consultant has sole responsibility and obligation for designing the project to comply with the ADA and Title 24 as described in this Section; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Consultant shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist consultants in meeting their ADA obligations under the contract (Consultant also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Consultant's design. The Consultant is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Consultant's obligation under the agreement.

4.9 Product Endorsement. The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, the Consultant makes, or participates in, a governmental decision as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

4.10.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

4.10.1.2 If the City requires the Consultant to file a statement of economic interests as a result of the Professional Services performed, the Consultant shall be considered a City Official subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Consultant and its Subconsultants having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subconsultants or potential Subconsultants. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.5 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorney's fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall

reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Year 2000 Compliance. The Consultant warrants that the Professional Services on this Project and each product delivered, incorporated or designed for use under this Agreement that contains any software, hardware, firmware or any device which requires or is designed to do any processing, analysis, calculating or tracking of date/time data or information shall be able to accurately process, track, or create such date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations to the extent necessary for the Project and each product to function correctly and accurately from, into, and between all dates and times, including but not limited to, from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and later, for the life of the Project.

4.15 Design-Build Competition Eligibility. Any architectural firms, engineering firms, consultants, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a subconsultant hired to assist with a Design-Build competition, regardless of whether the subconsultant was hired by the City or hired by an architectural firm, engineering firm, consultant, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.16 Storm Water Management Discharge Control. The Consultant shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan [SWPPP] to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

ARTICLE V

CITY'S OBLIGATIONS

5.1 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The City's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This Section shall apply whether the Consultant's Professional Services are terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

5.2 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

5.3 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Consultant.

5.4 Project Site Safety. Unless otherwise provided by the Scope of Services in this Agreement, the Consultant, Subconsultant and their employees are not responsible for general Project site conditions during the course of construction of the Project. The City acknowledges that the construction contractor has primary responsibility for Project site conditions, including safety of all persons and property. This provision shall not be interpreted to in any way relieve the Consultant, Subconsultants or their employees of their obligation under Section 4.1 of this Agreement to comply with all applicable laws, codes and good consulting practices with regard to the maintenance of a safe Project site.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or the Consultant's employees, agents, and officers, arising out of any services performed involving this Project, except liability for the Professional Services covered under Section 6.2, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees. This Section in no way alters, affects or modifies the Consultant's obligations and duties under Section 4.3.4.1 herein.

6.2 Indemnification for Professional Services. As to the Consultant's professional obligations, work or services involving this Project, the Consultant agrees to indemnify and hold harmless the City, its agents, officers and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorney fees, and losses or payments for injury to any person or property, caused directly or indirectly from the negligent acts, errors or omissions of the Consultant or the Consultant's employees, agents or officers.

6.3 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section 6.1 and the indemnity provision in Section 6.2.

ARTICLE VII

MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.8 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

7.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall

be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a Request for Mediation along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

7.3.1 If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

7.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

7.3.3 If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be agreed upon.

7.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VIII MISCELLANEOUS

8.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this

Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Sylvia M. Castillo P.E.,
Environmental Services Department
9601 Ridgehaven Court, Suite 310,
San Diego, CA 92123-1236

and notice to the Consultant shall be addressed to:

Christine Arbogast P.E.
Bryan A. Stirrat & Associates
1360 Valley Vista Drive
Diamond Bar, CA 91765

8.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

8.3 Non-Assignment. The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

8.4 Independent Contractors. The Consultant and any Subconsultants employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

8.5 Consultant and Subconsultant Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Bryan A. Stirrat, Christine Arbogast, Robert Hilton, and Chip Clements, [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subconsultants without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

8.6 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant shall be deemed to be both covenants and conditions.

8.7 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and preconstruction phases of a project. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

8.8 Jurisdiction, Venue, and Attorney Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

8.9 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

8.10 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

8.11 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

8.12 No Waiver. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

8.13 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

8.14 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

8.15 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

8.16 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

8.17 Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

8.18 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form.

8.19 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its designated representative and by the Consultant.

THE CITY OF SAN DIEGO

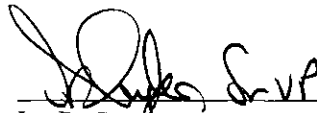
Dated: _____

By: _____
Chief Acquisition Officer

I HEREBY CERTIFY that I can legally bind Bryan A. Stirrat & Associates and that I have read all of this Agreement this 20th day of March, 2007.

By: _____
Authorized Representative

000268 .



Ira R. Snyder

Bryan A. Strat & Associates

I HEREBY APPROVE the form and legality of the foregoing Agreement this

day of _____, 2007.

MICHAEL AGUIRRE, City Attorney

By:

Grace C. Lowenberg, Deputy City Attorney

Exhibit A

SCOPE OF SERVICES

PHASE I – LONG-TERM RESOURCE MANAGEMENT OPTIONS (LRMO)

Goal: Identify options, evaluate and determine feasibility of activities, programs, facilities and technologies related to the City's Resource Management Program for the next 25 years by consensus building with the community and various stakeholders. Phase I will consist of the following tasks:

- | | |
|-----------|---|
| Task I | Project Management and Oversight |
| Task II | <i>Develop and Facilitate a Resource Management Advisory Committee (RMAC)</i> |
| Task III | Evaluate Current and Future Resource Management Needs |
| Task IV | Identify and Define Pertinent Regulatory Requirements and Key Policy Issues |
| Task V | Evaluate Current Financial Program |
| Task VI | Identify Alternative Options, and Improvements to Address Needs |
| Task VII | Develop a Goal Achievement Matrix |
| Task VIII | Prepare LRMO Document |

Task I: Project Management and Oversight

1. Development and implementation of a Project Execution Plan which establishes the goals for the project and outlines how the Consultant will achieve those goals;
2. Provide monthly progress and/or activities reports (12-month period assumed);
3. Coordinate with other offices and agencies as necessary;
4. Attend One All-day Data Gathering/Brain-storming Kick-off Meeting with Environmental Services Department (ESD) Team members to discuss data needs and share information required for demand and capacity analysis, alternatives analysis and financial program review, as well as strategic planning for RMAC members/process; and
5. Attend bi-monthly (every other month) ESD Team Meetings. It is anticipated that six (6) bi-monthly meetings will be held during the course of Phase I.

Task II: Develop and Facilitate a Resource Management Advisory Committee (RMAC)

1. Develop participatory RMAC program to include strategic counsel for committee development, identification and recommendations of individuals for potential membership on committee and preparation of a RMAC mission statement with the input of ESD team.
2. Plan and facilitate each RMAC meeting. Provide recommendations regarding agenda items, prepare agenda and other meeting materials, manage logistics of the meeting, set up room arrangements, and prepare summary notes of each meeting. It is anticipated that five (5) RMAC meetings will be held during the course of Phase I.

Task III: Evaluate Current and Future Resource Management Needs

1. Evaluate City's existing Resource management programs, including the collection, transportation and disposal systems, zero waste initiatives, and the Citywide diversion and recycling programs in order to understand the system as a whole and how each component of the system impacts future solid waste management needs.
2. Evaluate the potential for developing Miramar as a Resource Recovery Park, including considering other models for such parks.
3. Evaluate collection routes and areas being collected to determine possible diversion and zero waste alternatives which could improve or extend the life of the Miramar Landfill (Miramar).
4. Evaluate the citywide zero waste, diversion and recycling programs to determine trends, demands, and possible alternatives to provide for more diversion and recycling which could extend the life of Miramar.
5. Review the existing West Miramar expansion plan for increased disposal capacity and site life.
6. Identify and evaluate existing conversion technologies, if any, in the vicinity of the City which could provide future diversion of a portion of the waste stream.
7. Identify and evaluate the existing and future resource management plans including zero waste plans of other municipalities, and industries within California, including haulers, recyclers, and landfill operators in the region to determine potential impacts to the City's future resource management needs.

8. Evaluate existing haulers and transfer stations to determine their capacity to divert some of the waste currently being disposed of at Miramar.
9. Evaluate the existing Allied Waste Industries Landfills, within San Diego County to determine the future capacity of the existing landfills, and also contact Allied regarding the potential for the City to acquire Sycamore landfill.
10. Perform solid waste projections for the next 25 years for the City of San Diego and the region using SANDAG population data or other reliable data, and compare the results with current solid waste generation capacities to determine the existing system deficiencies.
11. Perform projections to determine resource management needs for 5, 10 15, and 25 years into the future. Analyze and detail the ability of the City's current waste management programs to meet the future resource management needs for the next 25 years.
12. Update the "map" of the waste stream flows from each jurisdiction in the County by hauler to each processing and disposal facility in the County.
13. Prepare a Microsoft Excel work book with calculation of actual and projected waste generation and program capacity data, including alternatives analysis. Include a diagram of waste stream flow from source of generation to point of recycling or disposal for each program and facility.

Task IV: Identify and Define Pertinent Regulatory Requirements and Key Policy and Planning Issues

1. Identify pertinent regulatory requirements and key policy issues at the federal, state, and local level related to solid waste/resources management, and integrate this information into the planning process.
2. Review all relevant planning and contract documents including but not limited to:
 - County of San Diego, Integrated Waste Management Plan, Countywide Siting Element
 - City of San Diego Source Reduction and Recycling Element (SRRE)
 - City of San Diego Non-Disposal Facility Element (NDFE)

- Miramar Ground Lease between City of San Diego and U.S.A., Department of the Navy
 - Miramar Landfill General Development Plan (1993)
 - 2000 Waste Composition Study
 - Facilities Franchise Agreement with EDCO Recovery & Transfer Station (Dalbergia)
 - Facilities Franchise Agreement with San Diego Landfill Systems, Inc., for Sycamore Landfill
 - Non-Exclusive Solid Waste Collection Franchise Agreements
 - Miramar Recycling Center Service Contract/Real Property Lease
 - Minnesota Methane contract
 - Zero waste policies and strategic initiatives of other jurisdictions
3. Review the Peoples Ordinance of 1919 and the proposed Mandatory Recycling Ordinance and become familiar with provisions.

Task V: Evaluate Current Financial Program

1. Review the City's Environmental Services Department's, Resource Management Financial programs, which include the four (4) operating funds, to determine the reasonableness of financial ratios to determine the current financial health of the funds, and reasonableness of reserves to manage cash flow demands.
2. Evaluate and compare City's solid waste disposal costs at Miramar Landfill to disposal costs at other landfills using available information. Identify and characterize any differences.
3. Provide recommendations for short term improved efficiencies, if applicable.

Task VI: Identify Alternatives, Options and Improvements to Address Needs

1. Evaluate the current landfill operations to determine if there are improvements which can be recommended to increase landfill

capacity or policy changes, including zero waste policies that can be implemented to conserve capacity.

2. Evaluate the use of a "biocell" at the landfill to determine if the introduction of water into the waste mass can increase biodegradation and compactions.
3. Identify and consider the best practices for Zero Waste Programs. This shall include source separation, recovery at the landfill, resource recovery programs and facilities, and identifying a model Zero Waste policy/program for potential implementation by the City.
4. Identify and explore innovative and new technologies in solid waste, zero waste, and recycling. Options to consider include:
 1. Material Recovery Facilities
 2. Construction and Demolition Facilities
 3. Transfer Facilities
 4. Waste to Energy which includes evaluation of potential at Miramar for Navy waste
 5. Alternative Technologies focusing on those with most promise for the City of San Diego. Also, review of City provided list of five (5) Alternative Technology firms and proposed facilities in City or close proximity
4. Consider other disposal options including:
 1. Rail Haul
 2. In County Disposal
 3. Out of County Disposal
5. Pilot Landfill Reclamation at Miramar to evaluate potential for full-scale project. Includes workplan development, two (2) days of drilling and field assessment, Report of Findings and Recommendations. Assumes Miramar Landfill staff will backfill boreholes.
6. Review and Provide Recommendations for the Resource Management Facility (RMF) site development plan Request for Proposals (RFP).

Task VII: Develop a Goals Achievement Matrix (GAM)

1. Develop a Goals Achievement Matrix to rank, measure, and compare the relative attributes of technology and strategic planning alternatives and options, including options which support a Zero Waste goal.
2. Screen the various options, policies, and ideas to address system needs and group the final recommendations into high, medium and low feasibility. Phase II will address in detail the high feasibility options.

Task VIII: Prepare LRMO- Document

Compile all the data and information developed in Task I through VII into a Draft document. This document will include a comprehensive analysis of the current and projected future disposal needs of the City taking into account projected increased diversion through recycling and zero waste programs. Recommendations will be provided on options, policies and ideas with high feasibility to be further evaluated in Phase II. A summary of financial impacts of current and proposed program will be presented in Phase II. A summary of all the current programs will be highlighted along with their current costs in the Phase I report.

Consultant shall submit five (5) copies of a Draft Report to ESD for review. Following approval from the ESD team, a Final Report will be prepared. Consultant shall submit one (1) original, one (1) reproducible, and twelve (12) copies of the Final LRMO.

PHASE II – LONG-TERM RESOURCE MANAGEMENT OPTIONS STRATEGIC PLAN (LRMOSP)

Goal: Complete a Comprehensive Strategic Plan that includes Facilities Plans, Financial Plan, and a Policy and Implementation Plan. Phase II will expand on the details of those tasks established in Phase I, and will consist of the following tasks:

Task I	Project Management
Task II	Continue RMAC
Task III	Perform Detailed Analysis of Facilities and Options

- Task IV Screen Alternatives and Identify Select Alternatives
- Task V Prepare Financial Plan
- Task VI Develop Policy and Implementation Strategy Plan
- Task VII Prepare Long-Term Resource Management Options
Strategic Plan (LRMOSP)

Task I: Project Management

1. Development and implementation of a Project Execution Plan which establishes the goals for Phase II of the project and outlines how the Consultant will achieve those goals.
2. Provide monthly progress and/or activities reports (13-month period assumed).
3. Coordinate with other offices and agencies as necessary.
4. Attend bi-monthly (every other month) Environmental Services Department Team Meetings. It is anticipated that six (6) bi-monthly meetings will be held during the course of Phase II.

Task II: Continue Resource Management Advisory Committee (RMAC)

1. Provide strategic counsel for committee development, identify and recommend any changes in individuals for continued membership on committee, revisit the RMAC mission statement and revise, if necessary; and attend one (1) strategic planning session with ESD staff.
2. *Provide recommendations regarding agenda items, prepare agenda and other meeting materials, manage logistics of the meetings, set up room arrangements, and prepare summary notes of each meeting. It is anticipated that four (4) RMAC meetings will be held during the course of Phase II.*

Task III: Perform detailed analysis and evaluation of Facilities and Options

1. Assist ESD in identifying and evaluating potential City owned or leased properties that may be considered for locating proposed facilities.
2. Assist ESD in identifying and evaluating potential non-City owned properties that may be considered for locating proposed facilities.

3. Identify and discuss regulatory permitting requirements.
4. Identify and discuss traffic considerations. This will include determining travel times and distances and converting them to "tons-per-mile" cost; prepare a "Memorandum of Findings" which will summarize the potential traffic impact, potential mitigation measures and estimated related costs, and travel times/distances and preliminary costs for each proposed facility.
5. Identify and evaluate potential biological, geological and environmental issues. It is anticipated that a brief reconnaissance and a biological and geological evaluation will be performed at up to two (2) sites; prepare a "Memorandum of Findings" which will summarize the biological and environmental impacts for each proposed site, highlighting potential mitigation measures and outlining the estimated costs for mitigation.
6. Identify and discuss potentially fatal or costly flaws in the development or operation of the alternatives which would prevent its successful implementation.
7. Discuss advantages and disadvantages of each facility and option.
8. Prepare preliminary range of Cost Estimates on the options and alternatives recommended from Phase I. The analysis will indicate which system configurations are the least costly over the projection period of analysis and what the potential capital investment requirements are for each system configuration.

Task IV: Screen Alternatives and Identify Select Alternatives

1. Screen alternatives utilizing the Goals Achievement Matrix to identify those options which best meet established needs and goals for the City's Resource Management Programs for the next 25 years and beyond.
2. Prepare one conceptual facility siting plan, if appropriate, for an element of the selected option(s) which proposes a new or improved facility. The plan will show the preliminary size or layout of the facility, access, surrounding areas, and pertinent details necessary to provide an understanding of what is proposed for the facility.

Task V: Prepare Financial Plan

1. Identify the cost impacts of each proposed facility and program as well as the compounded cost impacts. Include customer affordability, willingness to pay, service levels, review of

closure/post-closure financial assurance requirements and other related considerations.

2. Develop a worksheet for each facility and program configuration. The analysis will indicate which system configurations are the least costly over the projection period and what capital investments are required for each system configuration.
3. Prepare a five (5) year, ten (10) year and Post-Miramar Closure Financial Plan that utilizes the current financials for the City's resource management programs and projects impacts of the selected proposed facilities and programs.
4. Identify revenue sources including, revenue generation fees, grants, funding, investments, bonds, loans, partnerships, and other financial instruments to support the existing and proposed facilities and programs.

Task VI: Develop Policy and Implementation Strategy Plan

1. Identify specific projects and programs necessary to implement the recommendations in Task IV and determine phasing and scheduling over the next 25 years.
2. Prepare Critical Path diagrams in the schedule for each recommended system component.
3. Identify and discuss policy and legislative/regulatory changes needed to ensure the overall plan is implementable.
4. Prepare an implementation strategy for all identified programs and projects.

Task VII: Prepare Long-Term Resource Management Options Strategic Plan (LRMOSP)

All of the information generated in Phase I and Phase II of this project will be incorporated into a draft Long-Term Resource Management Options Strategic Plan. This will include a summary of the process used to review and evaluate alternatives.

Consultant shall submit five (5) copies of a Draft Report. Following approval from the ESD Team, a Final LRMOSP Report will be prepared. Consultant shall submit one (1) original, one (1) reproducible, and twelve (12) copies of the Final LRMOSP.

000278

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

PHASE I		
I.	Project Management and Oversight	\$84,296
II.	Develop and Facilitate a Resource Management Advisory Committee (RMAC)	\$75,821
III.	Evaluate Current and Future Solid Waste Needs	\$131,678
IV.	Define Pertinent Regulatory Requirements and Key Policy Issues	\$24,633
V.	Evaluate Current Financial Program	\$46,177
VI.	Identify Alternative, Options and Improvements to address Needs	\$129,896
VII.	Develop a Goal Achievement Matrix	\$32,949
VIII.	Prepare LRMO Document	\$28,892
Subtotal		\$554,342
PHASE II		
I.	Project Management and Oversight	\$79,785
II.	Continue Solid Waste Advisory Committee	\$53,894
III.	Perform Detailed Analysis of Facilities and Options	\$103,816
IV.	Screen Alternatives and Identify Select Alternative	\$27,619
V.	Prepare Financial Plan	\$86,948
VI.	Develop Policy & Implementation Strategy Plan	\$37,208
VII.	Prepare Long-Term Resource Management Options Strategic Plan (LRMOSP) Document	\$32,382
Subtotal		\$421,652
	Total Project Cost	\$975,994
	Additional Services	\$75,000
	Total Contract Amount	\$1,050,994

000279 .

Exhibit C

SUBCONSULTANTS' LIST

	<u>Budget Totals</u>	<u>Percentage of Total Budget</u>
HF& H Consultants	\$275,751	28%
Katz & Associates	\$60,344	6.2%
Clements Environmental	\$60,821	6.2%
Chambers Group, Inc.	\$21,150	2.1%
GeoLogic Associates	\$20,088	2.1%
J. R. Miller & Associates	\$9,324	1.0%
Alternative Resources, Inc.	\$17,600	1.8%
Grand Totals	\$465,078	47.4%

000280

City of San Diego, Equal Opportunity Contracting Program

SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

PRIME: Bryan A. Stirrat & Associates

Project: Long Term Resource Management Options (LRMO) Strategic Plan

Contract Amount: \$

Date:

Show subcontractor/subconsultant amount paid to-date on original contract.

Firm Name	Amount	Percent of Amount	MBE/WBE/DBE/DVBE/OBE	Where Certified
HF&H Consultants	\$275,751	28%		
Katz & Associates	\$60,344	6.2%	WBE/SBE	State DOT/State Department of General Services
Clements Environmental	\$60,821	6.2%		
Chambers Group	\$21,150	2.1%	DVBE	State Department of General Services
GeoLogic Associates	\$20,088	2.1%	SBE	City of San Diego
J.R. Miller & Associates	\$9,324	1.0%		
Alternative Resources, Inc.	\$17,600	1.8%		

Total amount paid to Certified Businesses: \$_____Percent_____

000281

Total amount paid to Other Businesses (not certified): \$ _____
Percent _____

If you have questions, please call me at (619) 235-5779 Fax (619) 235-5209.

Marguerite McCurley-Jenkins

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

RESOLUTION OF THE CITY OF SAN DIEGO AUTHORIZING
AN AGREEMENT WITH BRYAN A. STIRRAT & ASSOCIATES
TO DEVELOP A LONG-TERM SOLID WASTE MANAGEMENT
OPTIONS STRATEGIC PLAN; AND AUTHORIZING THE
EXPENDITURE OF FUNDS FOR THE AGREEMENT.

WHEREAS, under current operating conditions, the City's Miramar Landfill is expected to reach capacity in 2012; and

WHEREAS, the City requires professional consulting services to assist it in identifying, evaluating, and selecting options for long-term solid waste management and disposal of waste generated within the City; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, an agreement with Bryan A. Stirrat & Associates, to develop a long-term solid waste management strategic plan for the City, under the terms and conditions set forth in the Consulting Agreement, on file in the office of the City Clerk as Document No. RR-_____.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$1,050,994 from Fund No. 30244, Future Landfill and Transfer Facility, CIP 37-254.0, within Fund No. 41201, is authorized, solely and exclusively to provide funds for the above agreement.

BE IT FURTHER RESOLVED, that this activity is not a project and is therefore not subject to the California Environmental Quality Act pursuant to CEQA Guidelines section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Grace C. Lowenberg
Grace C. Lowenberg
Deputy City Attorney

GCL:mb
11/20/06
Aud.Cert:2700382
Or.Dept:ESD
R-2007-595

I hereby certify that the foregoing resolution was passed by the Council of the City of San Diego,
at its meeting of _____.

ELIZABETH S. MALAND, City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor